

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

_____)	
CYCLE-CRAFT CO., INC.)	
d/b/a BOSTON HARLEY-DAVIDSON/BUELL,)	
)	
Plaintiff,)	
v.)	CIVIL ACTION
)	NO. 04 11402 NMG
HARLEY-DAVIDSON MOTOR COMPANY, INC.)	
and BUELL DISTRIBUTION COMPANY, LLC,)	
)	
Defendants.)	
_____)	

DEFENDANTS' REQUEST FOR SPECIAL VERDICT

Pursuant to Fed. R. Civ. P. 49(a) and the Court's April 6, 2006 Procedural Order, Defendants, Harley-Davidson Motor Company, Inc. and Buell Distribution Company, LLC, respectfully request that the jury return its verdict in the form attached hereto. Defendants reserve the right to submit a revised request for a special verdict form after the close of evidence.

**Harley-Davidson Motor Company, Inc.,
and Buell Distribution Company, LLC**

By their attorneys,

/s/ William F. Benson
William N. Berkowitz, BBO# 544148
William F. Benson, BBO# 646808
David M. Magee, BBO# 652399
BINGHAM McCUTCHEN LLP
150 Federal Street
Boston, MA 02110
Ph: (617) 951-8000
Fx: (617) 951-8736

Dated: May 15, 2006

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DISTRICT OF MASSACHUSETTS

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Plaintiff,)	
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)	
Defendants.)	
_____)	

VERDICT

1. Do you find that Cycle-Craft failed to comply with or observe any material provision(s) of the 2000 Harley-Davidson Dealer Contract?

___ Yes

___ No

2. Do you find that Harley-Davidson has good cause to terminate the 2000 Harley-Davidson Dealer Contract?

___ Yes

___ No

3. Do you find that Harley-Davidson's decision to terminate the 2000 Harley-Davidson Dealer Contract was made in bad faith, was arbitrary, or was unconscionable?

___ Yes

___ No

4. Do you find that Harley-Davidson proved that Cycle-Craft voluntarily terminated the 2000 Buell Dealer Contract?

___ Yes

___ No

If your answer to Question 4 is "No," continue to Question 5.

If your answer to Question 4 is "Yes," proceed to Question 6.

5. Do you find that Harley-Davidson has good cause to terminate the 2000 Buell Dealer Contract?

___ Yes

___ No

6. Do you find that Harley-Davidson materially breached the 2000 Harley-Davidson Dealer Contract?

___ Yes

___ No

If your answer to Question 6 is "Yes," continue to Question 7.

If your answer to Question 6 is "No," DO NOT answer any further questions. Please sign the verdict form below, and advise the clerk.

7. What amount of money damages do you find was sustained by Cycle-Craft as a proximate result of Harley-Davidson's material breach of contract?

Amount in numbers: _____

Amount in words: _____

Please sign below and notify the clerk.

(Foreperson)